

Welcome to the Cedar Lake Improvement Board

Special Public Meeting

January 20, 2025

Board Members

Carolyn Brummund

Jesse Campbell

Dave Dailey

Heather Tait

Terry Dutcher

Fred Strauer

Rex Vaughn

Alcona County Commissioner

Alcona County Road Commission Rep.

Greenbush Twp. Representative

Oscoda Township Clerk

Iosco County Commissioner

Iosco County Drain Commissioner

Citizen Riparian Representative

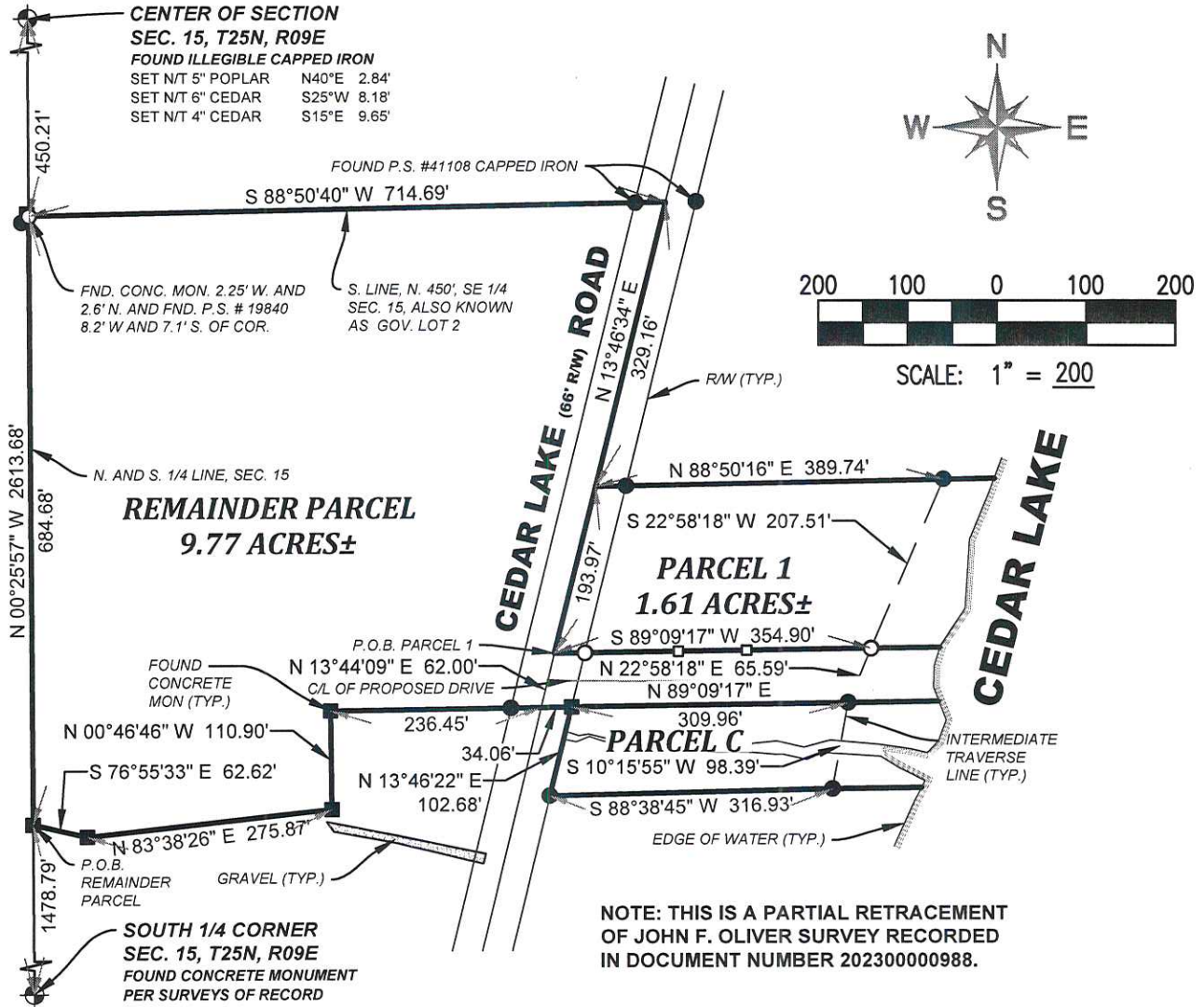
Cedar Lake Improvement Board
Special Public Meeting
Alcona County Building
Harrisville, MI 48740
Monday, January 20, 2025
10:00 AM ET

Proposed Agenda

1. Call to Order.
2. Roll Call.
3. Note: No Conference Call-In services are available for this meeting.
4. Public Comment.
5. Approval of Agenda as Presented.
6. Minutes from the December 13, 2024, Regular Public Meeting will be reviewed and approved at the next Regular Meeting on February 14, 2025.
7. Purchase Agreement for Parcel ID # 040-015-400-095-00, Greenbush Township.
 - a. Land is known as "Parcel 1" on latest land survey, copy included in Board Packet.
 - b. Parcel split from Parent Parcel ID # 040-015-400-100-00 in August 2024. Equalization Dept. sketch included in Board Packet.
 - c. Review Conditional Purchase Agreement, included in Board Packet.
 - i. Offer made on 1/13/25, Chair counter-offered on 1/16/25, Buyer accepted counteroffer on 1/16/25.
 - ii. Next step: CLIB must act on the Purchase Agreement (approve, deny, or revise)
 - iii. Buyer must also complete a Property Inspection within 10 days of approved Purchase Agreement (Paragraph 16 of PA).
 - iv. Closing will be scheduled once all conditions are removed.
8. Public Comment.
9. Next Regular Meeting Date: February 14, 2025.
10. Adjournment.

CERTIFICATE OF SURVEY

SURVEY IN SE 1/4, SECTION 15, TOWN 25 NORTH, RANGE 9 EAST, GREENBUSH TOWNSHIP, ALCONA COUNTY, MICHIGAN.



ORIGINAL DESCRIPTIONS PER WARRANTY DEED, DOCUMENT NUMBER 202200002642, ALCONA COUNTY REGISTER OF DEEDS (TAX ID NO. 041-196-000-068-00 AND 040-015-400-100-00):

PARCEL 1: LOT 68, EXCEPT THE SOUTH 50 FEET THEREOF, AND LOT 69, MAP OF FIRST ADDITION TO MCCLATCHEY'S CEDAR LAKE ESTATES SUBDIVISION, AS PER PLAT THEREOF RECORDED IN LIBER 1 OF PLATS, PAGE 163 OF ALCONA COUNTY RECORDS.

PARCEL 2A: COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 9 EAST, THENCE NORTH 00°26'00" EAST, ALONG THE NORTH-SOUTH 1/4 LINE, 1479.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°26'00" EAST, ALONG SAID 1/4 LINE, 684.52 FEET; THENCE NORTH 89°42'29" EAST 714.79 FEET; THENCE SOUTH 14°38'13" WEST, ALONG THE CENTERLINE OF CEDAR LAKE ROAD, 328.80 FEET; THENCE NORTH 89°42'33" EAST 389.75 FEET TO AN INTERMEDIATE TRAVERSE LINE; THENCE SOUTH 23°50'07" WEST, ALONG SAID TRAVERSE LINE, 273.30 FEET; THENCE ALONG THE NORTHERLY LINE OF THE MAP OF FIRST ADDITION TO MCCLATCHEY'S CEDAR LAKE ESTATES SUBDIVISION THE FOLLOWING FIVE COURSES, SOUTH 90°00'00" WEST 310.00 FEET; THENCE NORTH 89°57'24" WEST 271.25 FEET; THENCE SOUTH 00°00'00" EAST 111.00 FEET; THENCE SOUTH 84°30'00" WEST 276.00 FEET; THENCE NORTH 76°00'00" WEST 62.00 FEET TO THE POINT OF BEGINNING, INCLUDING THOSE LANDS BETWEEN THE SIDE LOT LINES EXTENDED LYING EAST OF THE INTERMEDIATE TRAVERSE LINE AND WEST OF THE SHORE OF CEDAR LAKE.

LEGEND

- = FOUND P.S. #19840 CAPPED IRON BAR UNLESS NOTED
- = SET P.S. #64576 CAPPED IRON
- = FOUND CONCRETE MONUMENT
- = SET LATH ON-LINE



DATE: 05/06/2024

The relative positional precision of each corner is within the limits accepted by the practice of professional surveying and the requirements of P.A. 132 of 1970, as amended, have been complied with.

MARK JAKUBIK
 MARK JAKUBIK, P.S. #64576

| | | |
|--|---|---|
| FOR: CEDAR LAKE IMPROVEMENT BOARD P.O. BOX 53 GREENBUSH, MI 48738 ATTN: REX VAUGHN | RIGG LAND SURVEYING INC. 430 M-55 TAWAS CITY, MI 48763 FAX (989) 362-1374 PHONE (989) 362-1372 | SEC. 15 , 25N , 09E <hr/> DRAWN MJ SHEET 1 OF 2 <hr/> CHECKED BY MJ JOB NUMBER 152509 - 11124B |
|--|---|---|

CERTIFICATE OF SURVEY

REMAINDER PARCEL AS SURVEYED (TAX ID NO. 040-015-400-100-00 LESS PARCEL 1):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWN 25 NORTH, RANGE 9 EAST, GREENBUSH TOWNSHIP, ALCONA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 15; THENCE NORTH 00° 25' 57" WEST ON THE NORTH AND SOUTH QUARTER LINE 1478.79 FEET TO THE NORTH LINE OF THE MAP OF FIRST ADDITION TO MCLATCHEY'S CEDAR LAKE ESTATES SUBDIVISION, PER THE PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 163, ALCONA COUNTY REGISTER OF DEEDS AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE ON SAID NORTH SUBDIVISION LINE FOR THE FOLLOWING FOUR COURSES: SOUTH 76° 55' 33" EAST 62.62 FEET; THENCE NORTH 83° 38' 26" EAST 275.87 FEET; THENCE NORTH 00° 46' 46" WEST 110.90 FEET; THENCE NORTH 89° 09' 17" EAST 580.47 FEET AN INTERMEDIATE TRAVERSE LINE FOR CEDAR LAKE; THENCE NORTH 22° 58' 18" EAST ON SAID INTERMEDIATE TRAVERSE LINE 65.59 FEET; THENCE SOUTH 89° 09' 17" WEST 354.90 FEET TO THE CENTERLINE OF CEDAR LAKE ROAD; THENCE NORTH 13° 46' 34" EAST 523.13 FEET TO THE SOUTH LINE OF THE NORTH 450 FEET OF THE SOUTHEAST QUARTER OF SECTION 15; THENCE SOUTH 88° 50' 40" WEST ON SAID SOUTH LINE 714.69 FEET TO SAID QUARTER LINE; THENCE SOUTH 00° 25' 57" EAST ON SAID QUARTER LINE 684.68 FEET TO THE POINT OF BEGINNING. CONTAINING 9.77 ACRES, MORE OR LESS. **ALSO**, ALL THAT LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND CEDAR LAKE, BEING BOUNDED BY THE NORTHERLY AND SOUTHERLY LINES EXTENDED EASTERLY ON THEIR RESPECTIVE BEARINGS.

- SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.
- SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.
- SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH AS THIS DOCUMENT WAS BASED UPON THE RECORDS AND DOCUMENTS OBTAINED OR PROVIDED TO THIS OFFICE AT THE TIME OF THIS DOCUMENT.
- BEARINGS ARE RELATED TO THE MICHIGAN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

PARCEL 1 AS SURVEYED (A PORTION OF TAX ID NO. 040-015-400-100-00):

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 15, TOWN 25 NORTH, RANGE 9 EAST, GREENBUSH TOWNSHIP, ALCONA COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 15; THENCE NORTH 00° 25' 57" WEST ON THE NORTH AND SOUTH QUARTER LINE 1478.79 FEET TO THE NORTH LINE OF THE MAP OF FIRST ADDITION TO MCLATCHEY'S CEDAR LAKE ESTATES SUBDIVISION, PER THE PLAT THEREOF AS RECORDED IN LIBER 1 OF PLATS, PAGE 163, ALCONA COUNTY REGISTER OF DEEDS; THENCE ON SAID NORTH SUBDIVISION LINE FOR THE FOLLOWING FOUR COURSES: SOUTH 76° 55' 33" EAST 62.62 FEET; THENCE NORTH 83° 38' 26" EAST 275.87 FEET; THENCE NORTH 00° 46' 46" WEST 110.90 FEET; THENCE NORTH 89° 09' 17" EAST 236.45 FEET TO THE CENTERLINE OF CEDAR LAKE ROAD; THENCE NORTH 13° 44' 09" EAST ON SAID CENTERLINE 62.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUING ON SAID CENTERLINE NORTH 13° 46' 34" EAST 193.97 FEET; THENCE NORTH 88° 50' 16" EAST 389.74 FEET TO AN INTERMEDIATE TRAVERSE LINE FOR CEDAR LAKE; THENCE SOUTH 22° 58' 18" WEST ON SAID INTERMEDIATE TRAVERSE LINE 207.51 FEET; THENCE SOUTH 89° 09' 17" WEST 354.90 FEET TO THE POINT OF BEGINNING. CONTAINING 1.61 ACRES, MORE OR LESS. **ALSO**, ALL THAT LAND LYING BETWEEN SAID INTERMEDIATE TRAVERSE LINE AND CEDAR LAKE, BEING BOUNDED BY THE NORTHERLY AND SOUTHERLY LINES EXTENDED EASTERLY ON THEIR RESPECTIVE BEARINGS.

- SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD, OR OTHERWISE.
- SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART THEREOF TAKEN, USED, OR DEEDED FOR STREET, ROAD, OR HIGHWAY PURPOSES.
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DATE: 05/06/2024

The relative positional precision of each corner is within the limits accepted by the practice of professional surveying and the requirements of P.A. 132 of 1970, as amended, have been complied with.

M.A.J.
 MARK JAKUBIK, P.S. #64576

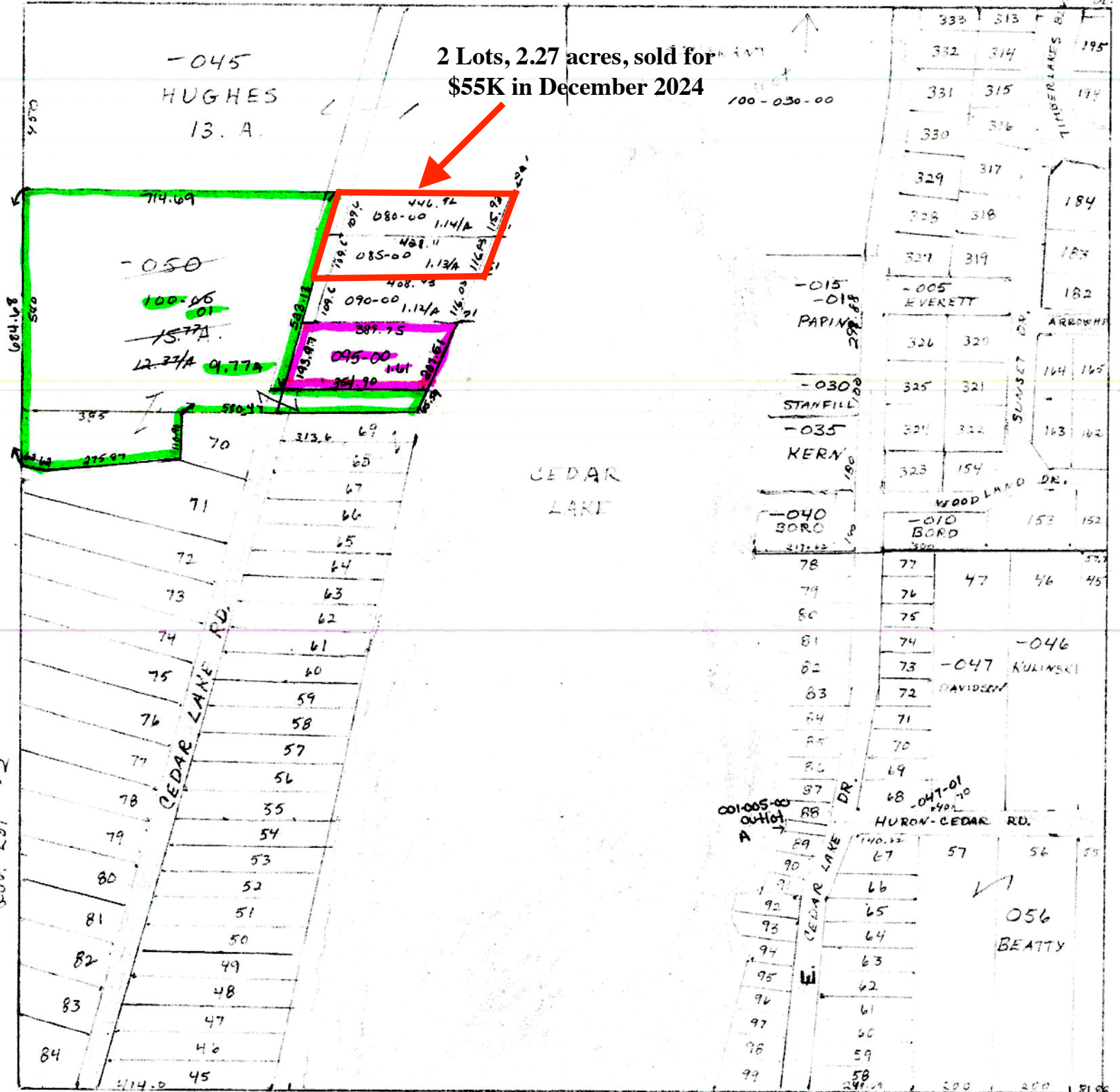
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|--|---|---|-------|----|--------------|------------|----|-------------------------------|
| FOR: CEDAR LAKE IMPROVEMENT BOARD P.O. BOX 53 GREENBUSH, MI 48738 ATTN: REX VAUGHN | RIGG LAND SURVEYING INC. 430 M-55 TAWAS CITY, MI 48763 FAX (989) 362-1374 PHONE (989) 362-1372 | SEC. 15 , 25N , 09E <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">DRAWN</td> <td style="width: 10%;">MJ</td> <td style="width: 70%;">SHEET 2 OF 2</td> </tr> <tr> <td>CHECKED BY</td> <td>MJ</td> <td>JOB NUMBER 152509 - 11124B</td> </tr> </table> | DRAWN | MJ | SHEET 2 OF 2 | CHECKED BY | MJ | JOB NUMBER 152509 - 11124B |
| DRAWN | MJ | SHEET 2 OF 2 | | | | | | |
| CHECKED BY | MJ | JOB NUMBER 152509 - 11124B | | | | | | |



GREENBUSH TWP. SEC. 15
 SE 1/4 040-015-400
 GOV. LOTS #1 and #2

041-266-000
 TIMBERLAKE
 ESTATES #2

2 Lots, 2.27 acres, sold for
 \$55K in December 2024



FIRST ADD TO
 McCLATCHEY'S
 CEDAR LAKE ESTATES SUB
 041-196-000

HURON CEDAR LAKES SUB.
 041-140-000

Heritage House Realty, Oscoda/AuSable
Purchase Agreement



Selling Office: Heritage House Realty Oscoda AuSable Date January 13, 2025

Listing Office: Heritage House Realty Oscoda AuSable Time _____ am/pm

1. **PROPERTY DESCRIPTION** Buyer agrees to buy from Seller the property more commonly known as:

Parcel 1, West Cedar Lake Rd., Greenbush, MI 48738
situated in the township of Greenbush, County of Alcona, State of Michigan, and legally described as:

SEE ATTACHED

Township parcel # (s): 040-015-400-095-00

2. The property includes all buildings; gas, oil, and mineral rights owned by Seller; plumbing, heating, and electrical fixtures; built-in appliances; water softener (unless rented); water pumps and pressure tanks; stationary laundry tubs; radio and television antennas and any mechanical controls; shades, shutters, window blinds, and curtain and drapery rods; attached floor coverings; attached fireplace doors and screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and mail boxes; and incinerator, if any; and

but does not include: _____

The property is purchased subject to zoning ordinances and to restrictions and easements of record.

3. **SALES PRICE** The sales price is \$ 40,000.00

4. **METHOD OF PAYMENT** All monies must be paid by cash, certified check, cashier's check, or money order. The sale will be completed by the following method:

- CASH** - Buyer will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title
- NEW MORTGAGE** - This contract is contingent of Buyer's ability to obtain a(n) _____ mortgage loan in the amount of \$_____, Buyer will apply for the loan within _____ days after Seller's acceptance. If Buyer fails to deliver to Seller evidence of the loan pre-approval _____, Seller may cancel this contract. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title. Sale contingent on appraisal meeting, or exceeding, purchase price.
- LAND CONTRACT** - Buyer will pay \$_____ down payment upon Buyer and Seller signing a Land Contract. Buyer will pay monthly installments (principal and interest) of \$_____ or more, including annual interest of _____%. Buyer will pay the entire balance, which may require a lump-sum payment, within _____ years after closing.
- MORTGAGE ASSUMPTION or LAND CONTRACT ASSUMPTION** If the holder of the mortgage or land contract agrees, buyer will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the difference between the sales price and the existing of approximately \$_____ upon Seller's delivery of a warranty deed or a land contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.
- OTHER** -

AFS

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Heritage House Realty, Oscoda/AuSable
Purchase Agreement

5. **TITLE INSURANCE:** Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within 5 days after the Buyer has waived all other contingencies contained in the agreement. Upon receipt of the commitment, Buyer shall have 5 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.
6. **SURVEY/SITE INVESTIGATION** All matters related to but not limited to zoning, soil borings, matters of survey, use permits, drain easements, rights of way, etc., are the sole responsibility of Buyer unless specified in other provisions of this agreement, or on an attached addendum.
7. **PROPERTY INSURANCE** Seller shall be responsible for fire and extended coverage insurance on the property until sale is closed.
8. **CLOSING COSTS** Unless otherwise provided in this contract, the Buyer and Seller agree to the following: Seller shall pay all State transfer taxes and costs required to convey clear title. Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgage. In the event of a cash sale, the title company closing fee will be split evenly between Buyer and Seller.
9. **TAXES and ASSESSMENTS** Seller will pay all prior year real estate taxes and assessment installments. Buyer will pay real estate taxes and assessment installments due after the date of closing. The current years real estate taxes and assessment installments will be paid as follows:

NO PRORATION: Seller will pay the taxes and assessments which are due before the date of closing. Buyer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessments becomes payable.

PRORATION CALENDAR YEAR: Current year taxes and assessment installments shall be treated as though paid on a calendar year basis with Seller responsible from January 1st to the date of closing; and Buyer responsible for the date of closing through December 31st.

PRORATION DUE DATE Current year taxes and assessment installments treated as though they are paid in advance based on a due date basis. Summer tax being July 1st through June 30th and the winter tax being December 1st through November 30th.

OTHER _____

10. **PRORATED ITEMS** Interests, rents, association fees, LP gas, and water use, if any, will be prorated to the date of closing. Additional items: _____

11. **CLOSING DATE** Buyer and Seller will close the sale within **10** days after all necessary documents are ready, but in no event later than 01-31-2025.

12. OCCUPANCY

Immediately after closing
 _____ days after closing by 12:00 noon. From the date of closing to the date of vacating, Seller will pay Buyer \$_____ per day occupancy charge. At closing Seller will give \$_____ to the _____ Broker. The Buyer or listing broker will use this money for the occupancy charge and then reimburse the Seller for any unused days. Seller is liable to Buyer for damage caused to the property after closing and before vacating.

If tenants occupy the property, then:

- Seller will vacate the tenants before closing.
 Buyer will assume responsibility for tenants.


AGS

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13. **SELLER'S DISCLOSURE**

- Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993. Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.
- Not applicable: Commercial/Vacant Land

14. **LEAD-BASE PAINT DISCLOSURE/INSPECTION (for residential housing built prior to 1978)** Buyer acknowledges that prior to signing this Sales Contract, Buyer has received a copy of the *Lead-Based Paint Seller's Disclosure, Form* completed by the Seller on ___/___/___, the terms of which shall be part of this agreement.

- Buyer shall have a _____ day opportunity after the date of this agreement to conduct an inspection of the property for the presence of lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate, and any deposit shall be refunded to Buyer.
- Buyer hereby waives his/her opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

15. **LAND DIVISION ACT** (for unplatted land only) Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

- (a) The grantor grants to the grantee the right to make zero (insert "zero" or a specific number, as appropriate) division(s) under section 108 of the land division, Act. No. 288 of the public Acts of 1967.
- (b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.

16. **PROPERTY INSPECTION**

Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

- This contract is contingent upon Buyer's satisfaction with inspections of Buyer's choice and at Buyer's expense. Buyer shall have the option for 10 business days from final acceptance to have the property inspected. Seller shall make the premises reasonably available for inspections. This contingency includes, but is not limited to, inspections for radon, pests, mold, sewer, septic, water, square footage, construction, mechanical, electrical, structural, architectural, survey, asbestos, and any other inspection Buyer may deem appropriate for Buyer's intended use of the property. Buyer agrees to restore the property to its prior condition after any inspections or tests. The inspection contingency shall be deemed waived unless Buyer objects during the time period permitted for the inspection(s). If Buyer is not satisfied with the result of any inspection, Buyer may declare this contract null and void, or notify Seller, in writing, during the time frame for the inspection(s), of material defect(s). If Seller is so notified, Seller will have 5 days to notify Buyer in writing, of Seller's willingness to correct the defect(s), credit the Buyer a sum of money at closing, reduce the sales price, or decline any change to contract. Upon receipt of notice from Seller, or after the expiration of the number of days stated above, if Seller has not responded, Buyer will have 3 days to accept any offer made by Seller, declare the contract null and void, or declare in writing that Buyer will purchase the property in its as-is condition. If no election is made during this time period, the inspection will be deemed waived.
- Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.

Heritage House Realty, Oscoda/AuSable
Purchase Agreement

17. **DEPOSIT** Buyer will deposit \$ 500.00, showing good faith, upon acceptance of this offer. This money, which will be applied to the sales price, will be deposited in the selling broker's trust account. If the conditions in this contract cannot be met, Seller authorized the selling broker to refund the deposit.
18. **DUE ON SALE (if it applies)** SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT. UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.
19. **DEFAULT** If Buyer defaults, Seller may enforce this contract or may cancel the contract, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this contract or may demand a refund of the deposit and pursue legal remedies (subject to paragraph 17).
20. **RELEASE** Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the listing broker and selling broker, and their respective agents, employees, attorneys, and representatives, with respect to all claims arising out of or related to this Sales Contract, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this agreement or the marketability of title; and all claims arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement and, in addition, agree to indemnify and hold harmless the listing broker and selling broker from any and all claims related to those matters.
21. **LIMITATION** Buyer(s) and Seller(s) agree that any and all claims or lawsuits which they may have against the listing broker and its agents and selling broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this agreement. Buyer(s) and Seller(s) waive any statute of limitations to the contrary.
22. **MERGER** Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer(s) and Seller(s) further agree that this agreement supersedes any and all prior agreements, understanding or representations made by the parties or their agents.
23. **FAX/SCAN/EMAIL** The parties agree that this offer, any counteroffer, acceptance, or notices pertaining to this agreement may be delivered by facsimile or scanned and sent via email.
24. **COUNTERPARTS** This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.
25. **HEIRS AND SUCCESSORS** this contract binds Buyer, Seller, their personal representatives and heirs, and anyone succeeding to their interest in the property. The Buyer shall not assign this contract without Seller's prior written permission.
26. **WALK THROUGH:** Buyer shall have the right to a "walk through" of the property prior to closing.
27. **ATTORNEY RECOMMENDED** Buyer acknowledges that the salesperson has recommended that an attorney be retained to review the marketability of title and determine that the requirements of this contract have been met.
28. **OTHER CONDITIONS:** _____


AGS

JRS

Heritage House Realty, Oscoda/AuSable
Purchase Agreement

29. Expiration: This offer will expire on or before January 16, 2025 @ 5:00 pm

Buyer and Seller agree that this is the entire contract and that there are no other written or oral understandings. Execution of a facsimile counterpart of this agreement shall be deemed execution of the original Agreement. Facsimile transmission of an executed copy of this Agreement shall constitute acceptance of this agreement.

30. Buyer (s) Signature (s)

Signature: Anna Gilbert Spallinger Date: _____
Anna Gilbert Spallinger (Jan 13, 2025 16:07 EST)

Print name: _____ Married Single
(first) (middle) (last)

Signature: Shawn Spallinger Date: _____
Shawn Spallinger (Jan 13, 2025 16:04 EST)

Print name: _____ Married Single
(first) (middle) (last)

Buyer's address: _____

Print Salesperson's name: Christine Kilmer Office Ph: 739-2131
Broker name/contact: Marissa Binkowski missyb@hhroa.com

31. Buyer's Receipt Buyer has received a copy of this contract.

32. Seller's Acceptance Seller accepts this as written or with the following changes:

SALE PRICE TO BE \$45,000.00 with Buyers also paying 1/2 of closing costs (Commission, Title Work, Transfer Tax)
SUBJECT TO APPROVAL OF CEDAR LAKE IMPROVEMENT BOARD AT MEETING TO BE HELD ON 1/20/25 @ 10 AM

Seller (s) Signature (s)
Signature: R Vaughan Date: 1/16/25

Print name: REX VAUGHN Married Single
(first) (middle) (last)

Signature: _____ Date: _____

Print name: _____ Married Single
(first) (middle) (last)

Seller's address: _____

Print Salesperson's name: _____ Office: _____

Seller's Receipt Seller has received a copy of this contract.

Heritage House Realty, Oscoda/AuSable
Purchase Agreement

33. **Buyer's Receipt of Acceptance or Changes** Buyer has received Seller's acceptance of this contract. If the acceptance was subject to changes, Buyer agrees to accept the changes as written.

Anna M Gilbert Spallinger
Anna M Gilbert Spallinger (Jan 16, 2025 15:05 EST)

Signature: _____ Date: _____

Shawn D Spallinger
Shawn D Spallinger (Jan 16, 2025 15:56 EST)

Signature: _____ Date: _____
